

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 27 August 2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. ARMY ENGINEER DISTRICT, ALBUQUERQUE CORPS OF ENGINEERS 4101 JEFFERSON PLAZA, N.E. ALBUQUERQUE, NEW MEXICO 87109-3435	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(<input checked="" type="checkbox"/>)	9A. AMENDMENT OF SOLICITATION NO. DACW47-02-R-0006
			(<input checked="" type="checkbox"/>)	9B. DATED (SEE ITEM 11) 21 March 2002
				10A. MODIFICATION OF CONTRACTS/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(<input checked="" type="checkbox"/>)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

PROJECT: DESIGN/BUILD, WINGATE ELEMENTARY REPLACEMENT SCHOOL, FT. WINGATE, NEW MEXICO

1. This is Amendment No. 6 to Solicitation No. DACW47-02-R-0006, 21 March 2002. The following revisions shall be incorporated into the specifications. All other provisions shall remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

2. Section 00600, REPRESENTATIONS & CERTIFICATIONS: Add the following new clause to Section 00600:

52.222-38 Compliance with Veterans' Employment Reporting Requirements. (Dec 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

3. Section 00700, CONTRACT CLAUSES: Delete Clause "52.233-1 Disputes. (DEC 1998)" in its entirety and replace with Clause "52.233-1 Disputes. (July 2002)", attached hereto.

4. SPECIFICATIONS: Delete the following listed pages and substitute the pages attached hereto. On the revised pages, for convenience, changes are emphasized by the amendment number in parentheses before and after changes from the previous issue. All portions of the revised (or new) pages shall apply whether or not changes have been indicated.

Delete Page

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/////////LAST ITEM/////////

52.233-1 Disputes. (July 2002)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

SECTION 01590

OFFICE FACILITY

(6) 1. GENERAL. The Contractor shall provide, for the exclusive use of the Contracting Officer and/or his representative, a temporary, weatherproof office facility with a minimum 8 foot eave height. The building shall be located on site, in an area approved by the Contracting Officer. All facilities, furnishings, materials, and equipment shall be new or like new when furnished on site. The facility shall be fully operational within 21 days after receipt of Notice to Proceed. (6)

(4) 1.1 Building. The Contractor shall provide an office facility with a minimum of 1400 square feet of floor space. The facility shall be divided into three separate rooms, one of which shall be large enough to be used as an office and conference room. The facility shall be equipped with potable, chilled drinking water, electric power, adequate lighting, air conditioning and heating equipment, and combination male/female toilet facility with locking door. Locks, keyed alike, shall be provided for exterior doors. Onsite telephone service shall be provided and shall include six separate lines (three for telephone, one for FAX machines, and two for computer modems). The Contractor is responsible for all costs associated with installing the initial service, running all lines, and any fees for removal after the contract is complete. (4)

1.2 Furniture. The Contractor shall provide furniture including the following:

- (4) (1) 1 drafting table with stool.
- (2) 6 desks with one revolving chair for each desk.
- (3) 2 conference tables, 3' x 6' minimum. (4)
- (4) 12 straight back chairs.
- (5) 6 bookcases.
- (6) 6 legal size file cabinets with four drawers.
- (7) 2 computer desks with chairs.
- (8) 2 plan racks.

Note: Used furniture, in good condition, may be acceptable if approved by the Contracting Officer.

1.3 Telephone Services. The Contractor shall provide the following:

- (1) 5 telephone services.
- (2) 2 Cell Phones. The Contractor shall pay all expenses to furnish the cell phones, including standard monthly local access fees. The Government will